

Clay

GIS

11G1501

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CONTRACT

February 8, 2007

Prepared for:

Clay County, Indiana

To Provide:

Parcel Realignment to 2005 photography



WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthengineering.com •

OVERVIEW

Clay County, Indiana (the "Client") is in need of certain mapping or GIS related products and services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Parcel Layer Realignment

Property Lines and Parcel Conversion

The Company will work closely with the Client to resolve the outstanding parcel issues that exist in the County and realign the existing parcel data to the new color photos that the State of Indiana flew in the spring of 2005.

Below is a detailed description outlining the details of this project. The Client will be very involved in this project.

Each township will be split out into its own layer so the data can be sent back and forth between the Client and the Company. For example, Cass Township will be in a different parcel layer than all the other 10 Townships. This gives the project flexibility in working on this project.

For the specific Township that is being worked on, Cass for example, each parcel in a specific section will be reviewed to ensure that the line work is correct. If modifications need to be made, the line work will be manipulated to line up with visible features in the aerial photography (e.g. fence rows, roads, crops etc....). Most of these modifications will not be very difficult to decipher but may require questions to be answered by the Client.

While the Company is doing this work, the Client will need to point out areas that need to be worked on in more detail. In these cases, plat sheets may need to be provided to review the original details.

If an area that is found during the layer cleanup that requires the attention of the Client, the deed may need to be pulled and provided to the Company so it will assist in the proper placement of the parcel.

The Company will need to make trips to the County to work with the Client on issues that need face to face discussions. The Company will most likely make one trip every other week during this project. In all, there will at least 12 trips to the County for questions to be answered during the project.

This process will be duplicated for all 11 townships in the County.

On-Site Installation and Training

When the project is completed, the Company will install the data files onto each department's existing Think GIS license and setup each workstation with a strategy of sharing data with the

other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	180 Days	Parcel Layer Realignment	180 Days	\$ 54,000.00
		12 days of On-Site Work		\$ 13,200.00
Total GIS Cost			TOTAL	\$ 67,200.00

**The Company will invoice the customer on a monthly basis (unless otherwise provided for via a separate payment schedule defined by the Company and agreed to by the Client as addresses below) based on number months until the project is completed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.*

GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Addresses and Contacts for Notification Purposes:

Contact:	Contract Administration	Contact:	
Company:	WTH Technology, Inc.	Client:	Clay County, IN
		County:	Clay County, Indiana
Address:	567 W. Westfield Blvd.	Address:	
City/State/Zip:	Indianapolis, IN 46208	City/State/Zip:	
Email:		Email:	
Phone:	(317) 259-0105	Phone:	
Fax:	(317) 259-1423	Fax:	

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____ 2007.

Company:
WTH Technology, Inc.

Client:
Clay County, Indiana

Signature: _____

Name: Rex Jones _____

Title: President _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



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